IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 1498 OF 2002

Standard Chartered Bank .. Plaintiffs.

vs.

Marian Fernandes & Ors. .. Defendants.

Mr. V. Kothari i/by M.K. Ambalal & Co.
for plaintiffs.
None for defendants.

CORAM : S.U.KAMDAR, J.

DATE : 1st DECEMBER,2004.

P.C. . Parties to the suit and their Advocates have tendered before me consent terms duly signed by both of them. The said consent terms also has a memorandum of understanding arrived at by and between the parties therein. Under clause 2 (a) of the memorandum of understanding it is provided that the bank shall require two months time to vacate the flat and on expiry of the period of two months the amount of Rs. 30 lacs deposited with the Bank will be remitted after the handing over of the vacant possession of the said flat. Both the parties agree that that shall be one of the terms of the consent terms. In view thereof, the suit is disposed of in terms of the consent terms filed by and between the

parties dated 24.11.2004 along with the memorandum of understanding annexed thereto

2. Suit disposed of accordingly..

3. Refund as per rules.

6. No order as to costs.